Request for Proposal #3120000681

to

Broker/Agent Services for ACA Compliant Contractual Employee Group Health Insurance Plan

for

Mississippi Department of Public Safety Contractual Employees

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<u>or</u>

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MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY

REQUEST FOR PROPOSAL "RFP" FOR
BROKER/AGENT SERVICES FOR ACA COMPLIANT
CONTRACTUAL EMPLOYEE GROUP HEALTH INSURANCE PLAN

I. GENERAL INFORMATION

The Mississippi Department of Public Safety is accepting proposals from licensed brokers to provide brokerage and consulting services to the agency for contractual employee medical benefits plans (health insurance). Firms are invited to submit proposals for this scope of work. After evaluation of all submittals, selected firms will be invited to an interview with agency representatives. The Agency reserves the right to reject any or all submittals.

The selected firm will work directly with the MDPS Human Resources and Payroll/Benefits departments and other administration staff. The term of the agreement will be for one year with option of two yearly renewals under the same terms and conditions as original contract. The agency's goal is to establish a long-term relationship with the selected firm. The agency will review the relationship annually based upon the affordability of the health care plans under Affordable Care Act (ACA) guidelines and performance and services provided by the broker.

By submitting a proposal, each firm agrees that the materials presented to the agency will become the sole property of the Agency and specifically agrees that the materials may be shared with any other party deemed appropriate by the Agency at its sole discretion.

II. SCOPE OF SERVICES

The Agency is seeking a Mississippi state-licensed, experienced, capable, customerservice oriented firm to assist with the procurement and other administrative aspects of contractual employee health insurance.

Depending on the type of service delivery ultimately chosen, the selected firm may be asked to provide the following services:

- Assist the administration staff with benefit plan designs for the efficient and affordable delivery of an ACA compliant health insurance plan for contractual employees.
- Be fully and intimately knowledgeable with and able to interpret the Agency's various employee benefits.
- Work directly with Carriers on issues that may arise in the course of business including those related to premiums, benefit levels, plan design, and special terms and conditions.
- Assist in the resolution of any insurance claims problems an employee might experience.
- Establish comprehensive claims reports for provided coverages, including medical and pharmacy benefits, detailing paid claims (and reimbursements if applicable), premium/funding and enrollment summaries.
- Reviewing claims experience, claim service, and claim administration to ensure maximum benefit to Agency.
- Analyze factors impacting the Agency plan costs and recommend opportunities to better manage cost and access and maintaining quality.
- Be knowledgeable of all Mississippi and Federal laws regarding insurance, including Consolidated Omnibus Budget Reconciliation Act (COBRA), Health Insurance Portability and Accountability Act (HIPPA), Affordable Care Act (ACA) and other plan designs. Advise the Agency of developments and changes to the same.
- Provide Agency with compliance and regulatory support to include annual financial and other reporting as required (i.e. managing, tracking and reporting for ACA eligibility and 1095 requirements).
- Assist in the development and design of informational materials, surveys, payroll stuffers and employee meetings to promote understanding of agency benefits.
- Perform other tasks as assigned and negotiated by the Agency.

III. REQUIRED/MINIMUM INFORMATION

The following information is required in your proposal:

- An overview of the firm, including copy of license, historical background, length of time in existence, location, size and structure of the company.
- List of all employees that will be assigned to the Agency's account, including copies of insurance license for key individuals.
- Provide a list of insurance companies and markets currently represented by your firm.
- Provide a list of current health insurance clients of a similar size or nature, to include any state agencies, municipalities or other governmental organizations.
- List 5 references including client name, contact, address, phone number, estimated employee size, time of period served, and type of plan.
- Fee schedule and narrative on how your firm expects to be compensated.
- Detail the process you will employ to evaluate the insurance needs and objectives of the Agency, and how those needs fit best with specific insurance carriers in the marketplace.
- Describe in detail your firm's level of expertise in the following areas:
 - o Group Health Insurance Plans
 - o ACA Compliance
- Detail what sets your firm apart from the competition and any other items you wish the Agency to consider in evaluating the firm's qualifications.

A. INQUIRIES PRIOR TO QUOTE

Except as provided in this Section, no written or verbal inquiries or contacts of any nature from prospective vendors or anyone representing them will be entertained prior to awarding of a contract, other than requests for copies of this RFP or clarification regarding the RFP.

Written questions or clarifications will be accepted by email from 8:00 a.m. local time, from Tuesday, March 29, 2016 until Tuesday, April 5, 2016 until 5:00 p.m. local time to stoaster@dps.ms.gov or btoles@dps.ms.gov. No further inquiries will be accepted after that time. Answers to written questions or clarifications will be provided by email no later than 5:00 p.m. local time, Tuesday, April 19, 2016. If it is determined that an amendment to the RFP will be issued, it will be provided by email with sufficient time to respond to the RFP.

B. SUBMISSION OF PROPOSAL

Proposals for RFP #3120000681 will be accepted until 10:00 a.m. local time, Tuesday, April 19, 2016. Proposals should be received at MS Department of Public Safety, Procurement Department, Room 402, 1900 East Woodrow Wilson Boulevard, Jackson, MS 39216. Offerors shall submit all **signed** proposals in a **sealed envelope** or package to:

MS Department of Public Safety, Procurement Department, Attn: Sonya Toaster or Betsy Toles 1900 East Woodrow Wilson Boulevard, Room 402, Jackson, MS 39216.

Timely submission of the proposal is the responsibility of the Offeror. Offers received after the specified time shall be rejected and returned to the Offeror unopened. Please note that no facsimile or electronic mail proposals will be accepted. The envelope or package shall be clearly marked "Sealed Proposal" and show the proposal number in the lower left hand corner on the outside of the envelope or package. Each page of the proposal and all attachments shall be identified with the name of the Offeror. Proposers shall submit one (1) signed and dated original (marked original) proposal, one electronic copy on a compact disc or thumb drive in Word or pdf format, and eight (8) paper copies.

C. FORM OF RFP

Responses must be submitted in the order that the items appear in the Request for Proposal. In addition, all appendixes and schedules should be submitted in the same order and format as those shown in the Request for Proposal. Each

proposal must be submitted and signed by an officer of the company authorized to enter into a binding agreement in the name of the Company.

D. EVALUATION PROCEDURES AND FACTORS TO BE CONSIDERED IN THE EVALUATION PROCESS:

A selection committee made up of qualified Mississippi Department of Public Safety staff shall review and evaluate all replies. The selection committee will have only the response to the solicitation to review for selection of finalists. It is therefore important that respondents emphasize specific information pertinent to the work.

Step I: Proposals will be reviewed to assure compliance with the minimum specifications. Proposals that do not comply with the minimum specifications will be rejected immediately, receiving no further consideration.

Step II: Proposals that satisfactorily complete Step I will be reviewed/analyzed to determine if the proposal adequately meets the needs of Mississippi Department of Public Safety. Factors to be considered are as follows:

- 1. The overall quality of the proposed plan for performing the required services to include the range of coverage and benefits. Also the claim processing degree of difficulty. **Critical (total points-25)**
- 2. Proposer's ability to provide the required services as reflected/evidenced by qualifications (prior experience, etc.) and ability to meet minimum specifications. **Critical (total points-25)**
- 3. A record of past performance of similar work with state government agencies in Mississippi. **Important (total points-10)**
- 4. The personnel, equipment and facilities to perfume the services currently available or demonstrated to be made available at the time of the contacting. **Very Important (total points-15)**
- 5. Brokerage/Agent Service Fees. Critical (total points-25)

Step III: Mississippi Department of Public Safety may contact the top Proposers via telephone to schedule an interview after the opening date of the proposal. Please include a daytime contact number and email address with proposal.

Step IV: Mississippi Department of Public Safety may contact the Vendor whose proposal best meets Mississippi Department of Public Safety's needs (based on factors evaluated in Step II) and attempt to negotiate an agreement that is deemed acceptable to both parties.

E. REPRESENTATION REGARDING CONTINGENT FEES

The offeror/contractor represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the offeror's RFP or proposal.

F. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

The Proposer certifies that the prices submitted in response to the solicitation have been arrived at independently and without- for the purpose of restricting competition – any consultation, communication, or agreement with any other proposal or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

G. REPRESENTATION REGARDING GRATUITIES

The Proposer represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 7-204 (Gratuities) of the Mississippi Personal Service Contract Procurement Regulations.

H. PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES

The prospective contractor represents as a part of such contractor's bid or proposal that such contractor has/has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

I. ACKNOWLEDGMENT OF AMENDMENTS:

Proposers shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the proposal by indentifying the amendment number and date in the space provided for this purpose on the proposal form or by letter. The acknowledgement must be received by the Mississippi Department of Public Safety by the time and at the place specified for receipt of proposals.

J. RIGHTS FOR CLARIFICATION OR NEGOTIATION

The Mississippi Department of Public Safety reserves the right to clarify RFPs submitted after RFPs are opened by contacting the vendors, if such is deemed necessary at the discretion of the Mississippi Department of Public Safety. Upon completion of the evaluation of RFPs, the Mississippi Department of Public Safety reserves the right to negotiate with the vendors determined to have submitted the best proposals. From the time of opening of proposals until awarding of the contract, no vendor or agent of any vendor shall initiate any discussion of the contract or work to be done under the contract with any agent of the Mississippi Department of Public Safety mentioned in the note to Section A.

K. REJECTION OR ACCEPTANCE OF PROPOSAL

Proposals submitted shall impose no liability on the Mississippi Department of Public Safety and the Mississippi Department of Public Safety reserves the right to accept or reject any or all proposals and to negotiate or not to negotiate further with companies submitting proposals. Proposals shall be the minimum basis for any contract and should be presented in a format that can be incorporated easily into a contract between the Company and the Mississippi Department of Public Safety.

The Mississippi Department of Public Safety reserves the right to reject any and or all bids or proposals and to waive all informality.

The Agency will award the contract on or before April 1, 2016 with an effective contract date of May 1, 2016. Failure of the Company to successfully agree to the terms of the contract within the allotted time period may be grounds for the Mississippi Department of Public Safety to dismiss the Company and award the contract to another proposer.

L. MAINTENANCE OF RECORDS

The Company awarded the contract will be required to maintain, for a period of three (3) years, documentation for all charges against the Mississippi Department of Public Safety under the contract; and these records will be subject to audit. A report should be made available to the Mississippi Department of Public Safety no later than three (3) months after the close of each year during the contract period.

M. TERM OF CONTRACT

The term of contract will be for a period of one (1) year; however, the Mississippi Department of Public Safety reserves the right to extend the

contract for up to two (2) yearly renewals under the same terms and conditions as original contract.

N. AFFIRMATIVE ACTION

No person on the grounds of disability, age, race, color, religion, sex, national origin, veteran status or any other classification protected by Federal and/or Mississippi State constitutional and/or statutory law shall be excluded from participation in, or be denied benefits, or be otherwise subjected to discrimination in the performance of this contract. The proposer shall, upon request, show proof of such nondiscrimination, and shall post in conspicuous places, available to all employees, notice of non-discrimination.

O. OTHER

The Mississippi Department of Public Safety has approximately fifty-five (55) contractual employees. A census is shown in Attachment 1.

Q. STATE LICENSE

The Company must be licensed to do business in the State of Mississippi and must be currently in a satisfactory regulatory status with the Department of Insurance, State of Mississippi. Provide copy of license in the proposal as Appendix A. The Company must list how long they have been doing business in the State of Mississippi.

R. E-VERIFY COMPLIANCE

Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Vendor herein agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. Vendor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Vendor understands and agrees that any breach of these warranties may subject vendor to the following: (a)

termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, vendor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

S. DEBRIEFING REQUEST

A bidder, successful or unsuccessful, may request a post-award debriefing, in writing, by U.S. mail or electronic submission. The written request must be received by the Commissioner of Public Safety and a copy submitted to the Procurement Division of the MS Department of Public Safety within three business days of notification of the contract award. A post-award debriefing is a meeting and not a hearing; therefore, legal representation is not required. A debriefing typically occurs within five business days of receipt of the request. If a bidder prefers to have legal representation present, the bidder must notify the Commissioner of Public Safety in writing and identify its attorney by name, address, and telephone number. The MS Department of Public Safety will schedule and/or suspend and reschedule the meeting at a time when a Representative of the Office of the Mississippi Attorney General or a Representative of the MS Department of Public Safety's Legal Division can be present.

Unless good cause exists for delay, the debriefing should occur within five (5) business days after receipt of the vendor request and may be conducted during a face-to-face meeting, by telephonic or video conference, or by any other method acceptable to MS Department of Public Safety.

For additional information regarding Post-Award Debriefing, as well as the information that may be provided and excluded, please see Section 7-112 through 7-112.07, Post-Award Vendor Debriefing, of the Mississippi Personal Service Contract Review Board's Rules and Regulations.

T. APPLICABLE LAW

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. The contractor shall comply with applicable Federal, State and local laws and regulations.

U. AVAILIBILITY OF FUNDS

It is expressly understood and agreed that the obligation of the Mississippi Department of Public Safety to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of State and/or Federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Mississippi Department of Public Safety, the Mississippi Public Safety shall have the right upon ten (10) working days written notice to the contractor, to terminate this agreement without damage, penalty, cost or expenses to the Mississippi Department of Public Safety of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

V. PROCUREMENT REGULATIONS

The contract shall be governed by the applicable provisions of the Personal Service Contract Review Board Regulations, a copy of which is available at 210 East Capital Street, Suite 800, Jackson, MS, 39201 for inspection, or downloadable at www.mspb.ms.gov.

W. COMPLIANCE WITH LAWS

The Contractor understands that the Mississippi Department of Public Safety is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, State, or local laws. All such discrimination is unlawful and the Contractor agrees during the term of the agreement that the Contractor will strictly adhere to this policy in its employment practices and provision of services. The Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

X. STOP WORK ORDER

(1) **Order to Stop Work**: The procurement officer, may, by written order to the offeror at any time, and without notice to any surety, require the offeror to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to the offeror, unless the parties agree to any further period.

Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the offeror shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the procurement officer shall either:

- (a) cancel the stop work order; or,
- (b) terminate the work covered by such order as provided in the Termination for Default Clause or the Termination for Convenience Clause of this contract.
- (2) Cancellation or Expiration of the Order: If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the offeror shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or offeror price, or both, and the contract shall be modified in writing accordingly, if:
- (a) the stop work order results in an increase in the time required for, or in the offeror's properly allocable to, the performance of any part of this contract; and,
- (b) the offeror asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the procurement officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.
- (3) **Termination of Stopped Work**: If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.
- (4) **Adjustments of Price:** Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

Y. E-PAYMENT

Offeror agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," Mississippi Code

Annotated §31-7-301, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice.

Z. PAYMODE

Payments by state agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Contractor's choice. The State may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency

AA. TRANSPARENCY

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Miss. Code Ann. §§ 25-61-1 et seq., (1972, as amended) and Miss. Code Ann. § 79-23-1 (1972, as amended). In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151 et seq. (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration"s independent agency contract website for public access at http://www.transparency.mississippi.gov. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

COST QUOTATION

BROKERAGE/AGENT SERVICES FOR ACA COMPLIANT CONTRACTUAL EMPLOYEE GROUP HEALTH INSURANCE PLAN

THIS FORM MUST BE SIGNED AND RETURNED WITH PROPOSAL

	ervices described in the Mississippi Department of for ACA Compliant Contractual Employee Group nteed fees listed below:
Fee per eligible contractual employe	ee whom elects coverage
\$	
All rates quoted herein are guarantee	ed through the term of the contract.
Signed/Date	Organization

THIS FORM MUST BE SIGNED AND RETURNED WITH PROPOSAL

EMPLOYEES NOT TO BENEFIT

I (we) hereby certify that if the contract is awarded to our firm, partnership, corporation, that no employee of the Mississippi Department of Public Safety or members of his/her family, including spouse, parents or children has received or been promised directly or indirectly, any financial benefit by way of fee, commission, finder's fee, political contribution or any similar form of remuneration on account of the act of awarding and/or executing this contract.

PROSPECTIVE CONTRACTOR'S REPRESE CONTINGENT FEES	NTATION REGARDING
The prospective contractor represents as a part of s such contractor [] has [] has not retained any p commission, or other contingent arrangement to se	person or agency on a percentage,
CONFLICTS OF INTEREST	
The Offeror [] is [] is not aware of any information potential organizational conflict of interest.	ation bearing on the existence of any
COLLUSION	
I (we) hereby certify that this offer is made without connection with any corporation, firm or person su services, materials, supplies or equipment, and is in or fraud. I understand collusive bidding is a violative result in fines, prison sentences, and civil damage a	bmitting an offer for the same a all respects fair and without collusion ion of State and Federal laws and can
I hereby certify that the responses to the above other statements are accurate and complete. I a proposal and certify that I am authorized to sign	agree to abide by all conditions of the
Signature	Date
Name (Printed)	Title

Attachment 1.

AGENCY	WIN	Date of Birth	Gender	Zip Code
107	112	10/16/1955	F	39170
107	109	1/19/1964	F	39212
107	107	6/11/1980	F	39042
107	25	4/1/1946	F	39042
107	106	3/25/1969	F	39154
107	108	11/8/1956	F	39212
107	111	6/16/1975	F	39056
107	99	7/20/1983	М	39046
107	68	11/24/1945	М	39042
107	69	7/15/1945	F	39225
107	110	6/7/1963	F	39213
711	407	7/7/1992	F	39211
711	232	4/10/1956	F	39206
711	413	6/14/1965	F	39056
711	411	3/11/1996	М	39145
711	415	3/18/1992	М	39755
711	241	3/30/1952	F	39047
711	240	7/16/1975	F	39047
711	406	10/9/1955	F	39042
711	234	5/12/1989	F	39046
711	409	5/29/1973	М	39056
711	87	4/25/1961	F	39042
711	239	11/5/1973	F	39042
711	80	6/10/1958	М	39042
711	410	10/8/1991	М	39645
711	230	1/31/1965	F	39157
711	78	8/27/1949	М	38801
711	82	10/10/1959	М	39119
711	216	5/7/1955	М	38659
711	233	1/13/1986	F	39213
711	22	4/27/1962	F	39056
711	414	5/24/1967	F	39564

712	55	8/12/1952	М	39232
712	64	3/25/1952	М	39110
712	62	12/5/1991	F	39056
712	47	10/2/1979	М	38804
712	63	8/27/1942	М	39071
712	9	12/13/1938	М	39114
713	32	2/19/1935	F	39110
713	40	11/4/1974	М	39232
713	26	3/21/1956	М	38620
713	35	7/28/1974	F	70123
713	29	10/16/1965	М	39744
714	31	12/25/1977	F	39204
714	28	2/17/1955	F	39208
740	30	9/2/1992	F	39202
740	32	3/25/1991	F	39157
740	20	9/29/1987	М	39212
740	27	6/1/1971	М	39114
740	24	12/16/1988	F	39232
740	12	9/24/1961	М	39209
757	21	10/6/1970	F	39110
757	12	8/3/1950	М	38668
757	19	12/20/1951	М	39574
757	20	7/4/1949	М	38824